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*S. S. P. Patteson*, of Richmond, and *Charles T. Reekes*, of  
Boydton, for plaintiff in error.

*George E. Allen*, of Victoria, for defendant in error.

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NORFOLK & W. RY. CO. *v.* DEHART DISTILLING CO.

June 10, 1920.

[103 S. E. 594.]

**1. Intoxicating Liquors (§ 327 (1)\*)—Shipment of Large Quantities of Spirits into No-License Territory Unlawful.**—Under Acts 1908, c. 189, it was unlawful for common carriers to transport large quantities of liquor into no-license territory; so a contract for the shipment of over 100 gallons of brandy into no-license territory was unlawful.

[Ed. Note.—For other cases, see 15 Va.-W. Va. Enc. Dig. 533.]

**2. Intoxicating Liquors (§ 327 (1)\*)—Carrier May Set Up Illegality of Agreement to Transport Intoxicants.**—Where, under Acts 1908, c. 189, it was unlawful for common carriers to transport large quantities of liquor into no-license territory, a carrier, sued for breach of contract to transport liquor, entered into while such act was in effect and before the prohibition law became effective, may defend on the ground that the original contract was illegal; it appearing the liquor, after arrival at point of destination, was returned because the prohibition law had gone into effect, and thereafter was stolen.

[Ed. Note.—For other cases, see 15 Va.-W. Va. Enc. Dig. 533.]

**3. Appeal and Error (§ 1175 (3)\*)—Where Judgment for Plaintiff Erroneous as Matter of Law, Cause Dismissed.**—Where as a matter of law judgment for plaintiff was erroneous, and should have been for defendant, it will be reversed on writ of error, and, under Code 1919, § 6365, the case will be dismissed.

[Ed. Note.—For other cases, see 1 Va. W. Va. Enc. Dig. 628, et seq.]

Error to Circuit Court, Henry County.

Action by the F. Dehart Distilling Company against the Norfolk & Western Railway Company. There was a judgment for plaintiff, and defendant brings error. Reversed and dismissed.

*Whittle & Whittle*, of Martinsville, for plaintiff in error.

*J. M. Hooker*, of Stuart, for defendant in error.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.